



AGENDA ITEM REQUEST FORM
Communication to Board of County Commissioners

To: Chair Sandy Hollingsworth, Commissioner Web Sill and Commissioner Linda Isenhardt

From: Ryan Keenan – Facilities Manger

Today's Date: 3/23/2022

BoCC Meeting Date: April 5 2022

Does this item require a PUBLIC HEARING? Yes.

Item: Contract with JCOR Mechanical to enter into agreement on the work on the Jail Showers

Request or Issue: Requesting approval and signature from the BOCC to enter into this contract for work.

Recommended Action / Next Step: Sign contract to enter into an agreement for work with JCOR Mechanical for the work on the Jail Showers

Financial Impact(s): This project is directly budged for at \$103,000 – the contract price is under at \$102,380

Finance/HR Staff: n/a

Grant Apps: n/a

Associated Agencies: Yes. JCOR Mechanical

Background Information: The work outlined is work that has been discussed as a priority and budgeted for this year. JCOR mechanical was the only contractor who finalized their bid for this project out of 3 qualified parties. JCOR Mechanical has performed work for the County in the past and hold a good relationship with the County.

Amount of agenda time needed: 30 minutes

Is this item time sensitive: Yes. The contract is outlined for the day of the meeting. As well, any push time on executing the contract will result in push on the start date. The start date is already 14 weeks out simply due to supply chain delay times on materials once ordered from the time of a mutual agreement.

Contact for Follow Up: Ryan Keenan

AGREEMENT BETWEEN OWNER AND CONTRACTOR



Contract#: GCC- 20222903a

This agreement is made this 5th day of April year of 2022

Between the Owner: (Herein identified as County or Owner)

The County of Gilpin
255 Braeher Park Road
Black Hawk, CO 80422

And the Contractor: (Herein identified as Contractor)

JCOR Mechanical
15800 West 5th Ave
Golden, CO 80401

For the Project: Gilpin County Jail Shower Wall Panel Replacement

As agreed upon the terms here within:

1. WORK OF THE CONTRACT

The contractor shall fully execute all Work as here with described and agreed to by the Gilpin County Board of County Commissioners on:
for the following work:

Scope as defined in Proposal (attached as Addenda) from: JCOR Mechanical
No Contingent plans.

2. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION:

The date of commencement work shall be July 18th 2022 . The contract time shall be measured from the date of commencement.

The contractor shall achieve substantial completion of the work no later than 90 days from the date of commencement.
subject to adjustments as otherwise agreed to in writing by both parties.

3. CONTRACT SUM:

The Owner shall pay in current funds the Sums as outlined in this Section.

The Initial Contract sum shall be equal to the sum as presented as a definable scope within the Proposal as required in Section 6 and defined in Section 7.

The Initial Contract Sum will be subject to the agreed pay schedule as agreed and signed by appropriate representatives in Section 4.

The Initial Contract sum shall be: \$102,380.00

One Hundred and Two Thousand, Three Hundred and Eighty and 00/100 Dollars

A Contingent Sum may be available for Work where a defined scope is not attainable within reason of best efforts during discovery and development of Proposal. Any contingencies that require a Contingent Sum must be outlined specifically in the Proposal as required in Section 6 and defined in Section 7.

Payments for Contingent Sums are as defined in Section 4.

The Contingent Sum shall be: N/A

A Materials Purchase Sum for material acquisition may be agreed by the County. The Materials Purchase Sum shall be equal to the sum presented by the appropriate supplier(s) Materials Quote required as necessary in Section 6 and defined in Section 7.

Payment to suppliers for Material Purchase Sums are as defined in Section 4.

Materials Purchase Sum shall be: N/A


4. PAYMENTS

The Owner shall make payments on account of the Sums in Section 3 as provided below.

Initial Contract Sum Payments

Initial Contract Sum Payments are payable only to the Contractor in this agreement.

The Initial Contract Sum will be subject to the payment schedule selected within the table below. Payment schedules are selected and agreed to by signatures of the designated representatives in Section 24. The Contractor must complete an Application for Payment Form with appropriate supporting documents as required in Section 6 and defined in Section 7 to request payment on account on the Initial Contract Sum in accordance with the selected schedule. Applications for Payment on account of the Initial Contract Sum must be made separately from requests on account of the Contingent Sum, and the Material Purchase Sum.

Amount	Owner Representative	Contractor Representative
25% - 25% - 25% - 25%		
33% - 33% - 34%		
50% - 50%		
100% Upon Completion	<i>Ryan Keenan</i>	

Contingent Sum Payments

Contingent Sum Payments are payable only to the Contractor in this agreement.

An allocation of a Contingent Sum in Section 3 does not a guarantee to the Contractor full payment of the Contingent Sum by the Owner. Any Work due to contingency, and accounted to the Contingent Sum must be documented accurately and prescribed in Section 1. The Contractor must complete an Application for Payment Form with appropriate supporting documents as required in Section 6 and defined in Section 7 to request payment of any kind on account of the Contingent Sum. Applications for Payment on account of the Contingent Sum must be made separately from requests on account of the Initial Contract Sum, and the Material Purchase Sum.

Material Purchase Sum Payments

Material Purchase Sum Payments are payable only to the defined party of the Materials Quote.

Any Material Purchase payment shall be paid to the appropriate party as outlined in the Materials Quote form required in Section 6 and defined in Section 7. The Owner agrees to supply the defined party of the Material Quote with the Application for Payment Form. The defined party of the Material Quote must complete an Application for Payment Form as required in Section 6 and defined in Section 7 to request payment of any kind on account of the Material Purchase Sum. Applications for Payment on account of the Material Purchase Sum must be made separately from requests on account of the Initial Contract Sum, and the Contingent Sum.

The County shall not make payments for services not yet rendered or delivered. All forms required in the processing of payments as defined in this section must be delivered to the OR in a timely manner, and include the OR's signed approval before Payments will begin processing by the Owner to the agreed parties. Any Work of this contract as defined in Section 1 must be completed, appropriately documented, and agreed to by the appropriate representatives as complete and satisfactory by the terms of this contract by before rightful payment of any such is processed by the County. The Owner agrees to deliver payment within 30 days for all rightful payments. Any rightful payments owed, but not made within 30 days by the Owner to the Contractor will be subject to bear interest as late fees at the rate of 10% of the payment sum for every 30 days past due.

5. RETAINAGE

An amount equal to 10% of the amount shown to be due to the Contractor on each Application for Payment shall be withheld until the full Work required by the Contractor has been performed to Owner satisfaction. Final Payment of the total 10% retainage amounts shall be made by the Owner to the Contractor when the Contractor has fully performed the Contract to Owners satisfaction. The Owner's final payment to the contractor shall be made no later than 30 days after the Owner has accepted the project.

6. ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents as listed below are required either as provisional, or foundational documents to the Agreement between Owner and Contractor.

Schedule of Values
Request For Proposal
Proposal
Application for Payment
Weekly Progress/Update Form
Subcontractor List
Deliverables Agreement Form
Change Order Request Form
Certificates of Insurance
Certificates of Bonding
W9
Materials Quote(s)

7. DEFINITIONS OF ENUMERATED DOCUMENTS

SCHEDULE OF VALUES

The Schedule of Values shall include without limitation the itemized Work and associated costs for Work as chosen by the Owner from the Proposal. The Schedule of Values must accurately itemize the specific work and associated values to be accomplished. The Schedule of Values shall also provide a realistic outline of activity sequences representing logical sequences for the best completion of the Project. The Schedule of Values must be completed and presented upon mutual execution of this agreement, and will serve as a living document for the course of this agreement. The Contractor shall submit the current Schedule of Values with the weekly progress update form, and any application for payment. Any changes due to activities past, present or future impacting the Schedule of Values and/or Sections 2 or 3 of this agreement, must be documented and agreed by both parties by a Change Order form.

REQUEST FOR PROPOSAL

The Request for Proposal is a soliciting document in which Gilpin County announces publicly to gather proposals from qualified individuals or firms in regard to work or services being sought by Gilpin County. If this agreement between Owner and Contractor is pursued from a proposal received in response to a Gilpin County issued RFP, the originating RFP will be provided as a part of this agreement.

PROPOSAL

The proposal is the compilation of Contractor supplied documents in response to a county RFP outlining suggested work, materials, services, and associated cost for a given project.

APPLICATION FOR PAYMENT

The Application for Payment form is required to be completed for any request for payment either as progress payment of total payment. The request for payment must align and be supported by the most current approvals on the Schedule of Values. If there is any discrepancy between the Schedule of Values, and the associated payment being requested in the Application for Payment, the Payment may be denied, and instruction of remediation and remittance will be provided. Only upon satisfactory demonstrations and mutual agreement of the equal Work completed, will the corresponding Payments be made by Owner within 30 days of mutually agreed request.

WEEKLY PROGRESS/UPDATE FORM

Throughout the entirety of the Project, the Contractor must complete the Weekly Progress Update Form every week, and submit the completed Weekly Progress Update Form to the Owner Representative. The weekly Progress Update Form must coincide accurately with the Schedule of Values.

SUBCONTRACTOR LIST

The Subcontractor List Form is required to be filled by the primary Contractor as identified in this agreement upon mutual execution of this agreement with the intent to list all subcontracted parties employed or consulted by the Contractor in relation to the Project. This form must be completed, presented, and mutually agreed before the scheduled date of commencement of work. Any subcontractors which the Contractor wishes to employ during the course of the project must be outlined, and approved by the OR by the terms of Section 11 of this agreement. Any changes made to the Subcontractor List in additions or subtractions of agree subcontractors must be presented to the OR for approval as subject to Section 11 of this agreement. Any work or services perform by a subcontractor not identified on the Subcontractor List Form will not be considered authorized work.

DELIVERABLES AGREEMENT FORM

The Deliverables Agreement Form outlines the expected deliverable material to be gathered, organized and produced by the Contractor and delivered to the Owner. The Deliverables Agreement form will be completed by the Contractor and mutually agreed to before the date of Commencement of Work. All deliverables outlined must be delivered by the contractor as part of the Work. The date of delivery must be outlined in the Schedule of Value. Failure to deliver items outlined on this form as mutually agreed and by the dates set forth will be considered incomplete Work, and afford the Owner the ability to withhold retainage amounts as outlined in Section 5 of this agreement until all Deliverables of the Deliverables Agreement are appropriately completed and delivered.

CHANGE ORDER REQUEST FORM

A Change Order Request Form will be required to request any changes within this agreement. Any change requested and documented by a Change Order Form by the Contractor or Owner, must be mutually agreed and recognized to serve as valid addenda to this agreement.

CERTIFICATES OF INSURANCE

The Contractor must provide all documentation of appropriate Insurance as outline in Section 13.

CERTIFICATES OF BONDING

The Contractor must provide all documentation of appropriate Bonding as outline in Section 13.

W-9

The Contractor must provide a valid W-9 as provided by the Internal Revenue Service matching the entity named as the Contractor in this agreement.

MATERIALS QUOTE(S)

The Materials Quote(s) shall directly represent material costs as provided by appropriate material suppliers for the direct purchase by the County that has been determined necessary for the Work of this agreement. Materials Quote(s) direct from appropriate suppliers and separate from the Proposal are only necessary if Materials Purchases are agreed to be made separately and directly by the County.

8. TESTS AND INSPECTIONS

Contractor shall schedule all required tests, approvals and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other work related to the Project. Contractor shall give proper written notice to all required parties of such tests, approvals and inspections. Owner may observe the tests promptly at the normal place of testing if feasible. Certificates of testing, approval, or inspection shall be secured by Contractor and promptly delivered to Owner.

9. PERMITS, CODES, AND REGULATIONS

Contractor shall comply with all laws, applicable codes, permit requirements, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work. Any time additional time encountered from a Stop Work Order arising out of the Contractors failure to comply with the listed items at first named in this section, will be subject to the provisions of Liquidated Damages as outlined in Section 12. Further, the Contractor will be responsible for amounts incurred during back-work, repair, remediation, and /or re-work arising out of the Contractors failure to comply with the items first named in this section.

10. RESPONSIBILITIES OF PARTIES

OWNER.

The Owner shall issue all instructions to Contractor through the OR.

The Owner shall at all times have access to the Work wherever it is in preparation and progress.

The Owner will have authority to reject Work which does not conform to the terms of this agreement.

CONTRACTOR.

By executing the Contract, Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

Contractor shall supervise and direct the Work, using his best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

Unless otherwise specifically noted, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to Contractor.

Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure all permits, and licenses necessary for the execution of the Work at Contractor 's expense except as provided in Article 24. The Owner is exempt from state and local sales and use taxes.

Contractor shall be responsible for the acts and omissions of all his employees and all subcontractors, their agents and employees and all other persons performing any of the Work under a Contract with Contractor.

Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work, the Contractor shall remove all waste materials and rubbish from and about the Project as well as tools, construction equipment, machinery and surplus materials.

Contractor shall make all reasonable efforts to properly clean all and any worksites related to the Work upon completion.

Contractor shall comply with all federal, state, and local laws, regulations while in the course of the Work of this agreement.

The obligations of Contractor under this Paragraph shall not extend to the liability of the OR, his agents or employees arising out of the giving of or the failure to give directions or instructions by the OR, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

OWNER'S Representative (OR).

The OR will provide general administration of the Contract and will be the Owner 's representative during construction and until issuance of the final payment.

The OR shall at all times have access to the Work wherever it is in preparation and progress.

The OR will endeavor to guard the Owner against defects and deficiencies in the Work of Contractor.

The OR will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

The OR will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for Contractor 's failure to carry out the Work in accordance with the Contract Documents.

The OR will have authority to reject Work which does not conform to the terms of this agreement.

Based on such observations and Contractor Applications for Payment, the OR will determine the amounts owing to Contractor and will be the authority for which to verify the process of payment for rightful work.

CONTRACTORS REPRESENTATIVE (CR).

The CR will provide general administration of the Contract and will be the Contractors 's representative during construction and until issuance of the final payment.

The CR shall make themselves reasonably available and responsive to the OR or Owner for comment or conversation related to the Work of this agreement.

The CR shall work diligently to complete and deliver correctly and by correct timeframes any required documents as required by the Owner or OR.

The CR will have authority to reject Work which does not conform to the terms of this agreement.

11. SUBCONTRACTS

Subcontractor is a person who has a Contract with Contractor to perform any of the Work on the Project.

As enumerated in Section 6, the Contractor shall furnish to the OR by proper form, a list of the names of subcontractors proposed for portions of the Work. Contractor shall not employ any subcontractor to whom the OR or the Owner may have a reasonable objection. The Contractor shall not be required to employ any subcontractor to whom he has a reasonable objection. Contracts between Contractor and the subcontractor shall be in accordance with the terms of this Agreement and shall include the General Conditions of this Agreement insofar as applicable. The Contractor shall provide the Owner with copies of all contracts with subcontractors.

12. LIQUIDATED DAMAGES

It is mutually understood and agreed by and between the parties to the Contract that in the execution of the same, time is an essential element of the Contract, and it is important that the Work progress vigorously to completion. Contractor agrees that said Work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will insure Substantial Completion thereof within the agreed Contract Time. It is expressly understood and agreed, by and between Contractor and the Owner, that the completion time set forth in Section 3, is a reasonable time for the completion of the Work and Project, taking into consideration locality where the Work is performed and the usual industrial conditions prevailing in that locality. If Contractor neglects, fails, or refuses to complete the Work within the time frame within outlined in Section 3, then for each Calendar Day past the expiration of the timeline in Section 3 Substantial Completion of the Work is not achieved, the amount per Calendar Day will be predetermined and agreed upon by the Default amount for liquidated damage. The Default Amount in Liquidated Damages is hereby agreed to be five hundred U.S. Dollars (\$500.00) per day for the first week after the expiration of the time set forth in Section 3; the default amount of Liquidated Damages is hereby agreed to be one thousand U.S. Dollars (\$1,000.00) per day for the second week after the expiration of the time set forth in Section 3, and for all other weeks thereafter. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would sustain in the event the Work is not completed within the Contract Time. The Owner shall have the right to deduct said Liquidated Damages from any money due, or to become due to said Contractor and to sue for and recover any additional compensation for damages for non-performance of the Contract at the time stipulated and provided for in the Contract Documents. The assessment of Liquidated Damages for failure to complete the Work within the Contract Time shall not constitute a waiver of the Owner 's right to collect any additional damages which the Owner may sustain by failure of Contractor to carry out the terms of this Contract.

13. INSURANCE AND BONDING

Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Contract by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Owner. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

CONTRACTOR MINIMUM INSURANCE REQUIREMENTS

Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with minimum limits of the greater of what is required by Colorado law or FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Worker's Compensation requirements of this paragraph. Commercial General Liability insurance with minimum combined single limits of ONE MILLION, (\$1,000,000) each occurrence and TWO MILLION, FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

The policy(ies) required above shall be endorsed to include Owner and Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by Owner, its officers, or its employees, or carried by or provided through any insurance pool of Owner, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any

policy required above.

The certificate of insurance provided by Owner shall be completed by Contractor 's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by Owner prior to commencement of the Contract. No other form of certificate shall be used. The certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to Owner. The completed certificate of insurance shall be sent to Owner.

Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits by the date of commencement of the work as outlined in Section 2, shall constitute a material breach of this Contract upon which Owner may immediately terminate this Contract, or at its discretion Owner may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Owner shall be repaid by Contractor to Owner upon demand, or Owner may offset the cost of the premiums against any monies due to Contractor from Owner.

This Contract shall not be executed, and no notice or authorization to proceed shall be given until the Certificates required above, are submitted and approved by the Owner, unless otherwise waives this requirement in writing upon reservation of the right to request and receive a certified copy of any policy and any endorsement as soon as possible thereto subsequent to execution.

CONTRACTOR BOND REQUIREMENTS

Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Initial Contract Sum as security for the faithful performance and payment of all of the Contractor's obligations under this agreement. These bonds shall remain in effect until two years after the date of final payment. The bonds shall be issued by sureties approved by the Owner and signed by an agent with an accompanying certified copy of the agent's authority to act. If at any time the bond surety becomes irresponsible or is disqualified from doing business in the State of Colorado, Contractor shall notify Owner. In either event, the Owner may require substitution of a surety acceptable to Gilpin County, and the Contractor shall provide replacement bonds within ten days of written notice from Owner. The bonds indemnities and requirements shall not limit the other provisions of this agreement indemnifying the Owner. Nothing in this agreement shall be construed to limit the protections afforded to the Owner under the law. The cost of the bond will be paid directly by the Contractor. The Contractor has to identify his/her bonding company and agent, which information along with a copy of the fully executed bonds must be provided prior to the Date of Commencement in Section 2 of this agreement. The Contractor represents that it is financially sound and capable of undertaking and completing the Work of this agreement. These bonds shall not expire prior to two (2) years following the final settlement payment. This agreement and all of its attachments and Contract Documents are included and incorporated by reference into the Bonds. Surety's obligations under these Bonds shall continue until the later of when all of the Contractor's obligations under this agreement are fulfilled and until the Owner's rights to seek legal remedy of any breach or defect in the performance of the Contractor's obligations are barred under the terms of the agreement of by law, whichever is later. Any terms of these Bonds that conflict with this section shall not control and the longest period available to the Owner shall govern. Failure on the part of Contractor to procure or maintain such Bonds as outlined by the date of commencement of the work outlined in Section 2, shall constitute a material breach of this Contract upon which Owner may immediately terminate this Contract.

14. WARRANTY

In addition to other promises and warranties contained herein, the Contractor specifically warrants to the Owner that Materials and Equipment furnished under the Contract will be of good quality and new, unless otherwise agreed, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the term of this agreement. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered Defective. Neither the final payment, nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of Work not done in accordance with this agreement or relieve Contractor of liability in respect to any expressed or implied warranties or responsibility for faulty Materials, Equipment or Workmanship. The Contractor shall provide the Owner with all written warranties guaranteed by Contractor and any subcontractors, suppliers, materialmen and any other person or entity for parts, equipment, materials, fixtures or any other kind of item or for the Work of this agreement as specified by the mutually recognized Deliverables Agreement form as outlined in Section 6 and Defined in Section 7.

15. LEINS

The Contractor shall, furnish the Owner with a release in full of all liens arising out of this Contract or in lieu thereof, and receipts in full for all materials and labor on the job. The Contractor shall furnish an affidavit that the liens or receipts include all the labor and material for which a lien could be filed. This requirement is in addition to the bond and indemnity requirements set forth in Section 16 and Section 12. Neither part, nor final payment shall in any way release the Contractor from the above obligations, and in the event that part or full payment has been made and any lien remains undischarged, the Contractor shall refund to the Owner the necessary funds to discharge such a lien including all cost and attorney's fees.

16. PROTECTION OF PERSON AND PROPERTY AND RISK OF LOSS

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees of the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or elsewhere. The Contractor shall bear all risk of loss to the work, or materials or equipment for the work due to fire, theft, vandalism, or other casualty or cause, until the work is fully completed and accepted by the Owner. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

17. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless Owner, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this agreement. If such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any subcontractor of the Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of the Contractor, or which arise out of any worker's compensation claim of any employee of the Contractor or of any employee of any subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Contractor, or at the option of the Owner, agrees to pay the Owner or reimburse the Owner for the defense costs incurred by the Owner in connection with, any such liability, claims, or demands. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. The obligation of this Section shall not extend to any injury, loss, or damage, which is caused solely by the act, omission, or other fault of the Owner, its officers, or its employees.

The Contractor shall indemnify and hold harmless the Owner and the OR and their officers, agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to damage to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner or the OR, or any of their officers, agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose actions any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

18. WORKERS WITHOUT AUTHORIZATION (C.R.S. 8-17.5-102)

The Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement. The Contractor hereby affirms that it has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the e-verify program, ("e-verify program" means the employment verification program authorized in 8 U.S.C. 1324a, as amended, that is administered by the United States Department of Homeland Security, or the "department program").

If the Contractor obtains actual knowledge that a subcontractor is performing work under this Agreement and knowingly employs or contracts with an worker without authorization, the Contractor shall be required to: (a) notify the subcontractor and the Owner within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this section,

The Contractor shall comply with any reasonable request by the applicable State agency or department made in the course of an investigation that said agency or department is undertaking pursuant to its lawful authority. If the Contractor violates a provision of this section, the Owner may terminate this Agreement for material breach. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Owner. The Owner is required by State law to notify the Office of the Secretary of State if the Contractor violates a provision of this Section, and Owner terminates this

Agreement for that reason.

19. TERMINATION

TERMINATION OF CONTRACT BY CONTRACTOR FOR DEAFULT

If the OR fails to authorize the processing of payment for a period of thirty days through no fault of Contractor upon the completion of rightful work, or if the Owner fails to make payment thereon for a period of thirty days, the Contractor may, upon seven days' written notice to the Owner and the OR, terminate the Contract and recover from the Owner payment for all Work executed and for any proven loss sustained upon any materials, equipment tools, and construction equipment and machinery, including reasonable profit and damages.

TERMINATION OF CONTRACT BY OWNER FOR DEFAULT

The Owner may declare the Contract in default by giving written notice to Contractor and his Performance Bond Surety to that effect and proceed under the procedures set forth under Contractor 's Performance Bond. The Contractor's default shall include without limitation failure to make payment to suppliers of labor and materials, failure to complete performance within the time specified in Section 2 of this agreement, and amendments made thereto, breach of any provision of this agreement, bankruptcy of the Contractor, or any violations of federal, state, or local laws, codes, or regulations. If the Bond Surety does not comply with its obligations under the Bond, Surety and Contractor shall be in default and Owner is entitled to enforce any remedy available to Owner including without limitation the following:

The Owner may, and without prejudice to any other remedy the Owner may have, make good on such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at the Owner's option, terminate Contractor's Work under this agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient, and if the unpaid balance of the Initial Contract sum exceeds the expense of finishing the Work and increased costs to Owner (including without limitation any increased costs, attorneys fees, price increases, or changed circumstances) , such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner. These rights and remedies are in addition to any right to damages or other rights and remedies allowed by law.

Whether the Surety takes over and completes the Contract, or the Owner takes over and completes it by reletting or day labor, the Contractor and his Surety shall be liable to the Owner for any cost in excess of the Initial Contract sum expended in completing the Work, including in part, any direct and indirect costs and the professional or other services, and any Liquidated Damages stipulated in this agreement, together with such other damages which the Owner may suffer on account of the Contractor's nonperformance of this agreement.

In the event the Owner takes over the Work and executed the same to completion, either by reletting or by day labor, the Contractor shall peaceably relinquish possession of said Work or the parts thereof specified in the above notice of declared default to the Contractor and their Surety.

The Owner may, at the Owner's option and at a rental which it considers reasonable, take possession of and utilize in completing the Work such Material, Equipment, and Construction Equipment on the site of the Work and suitable therefor until the Work is complete .

All money due to the Contractor shall be retained until the Work is completed and all expenses and costs have been deducted and any money due to the Owner after such deductions or adjustments have been made as herein provided shall be paid by the Contractor or their Surety who hereby agree to all provisions herein.

Neither the Owner, nor any of its officers, agents, or employees shall be in any way liable or accountable to the Contractor or their Surety for the method by which the completion of the said Work, or any portion thereof, may be accomplished or for the price paid therefor. Should the cost of the completion of Work, including all proper charges, be less than the Initial Contract Sum, the amount so saved shall be paid to the Contractor.

The Owner, notwithstanding the method used in completing the Work of this agreement, shall not forfeit the right to recover damages from the Contractor or their Surety for the Contractor's failure to complete the Work. The Contractor shall not be entitled to any claim for damages on account of the method used by the Owner in completing the Work.

Maintenance of the Work shall continue to be Contractor's and their Surety's responsibilities as provided for in the Bond or guaranty requirements of this agreement.

TERMINATION BY OWNER FOR CONVENIENCE

Upon written notice to the Contractor, the Owner may, without cause, terminate this Agreement with the Contractor. The Contractor shall immediately stop the Work, follow the Owner's instructions regarding shutdown and termination procedures, and strive to mitigate all costs. If the Work is so terminated, the Contractor may recover from the Owner payment for all Work performed up to the time of termination.

20. HAZARDOUS CONDITIONS

"Hazardous Conditions" are any materials, wastes, substances and chemicals deemed to be hazardous by State, Federal, or local laws, rules, or regulations (hereinafter "Laws"), or the handling, storage, remediation, or disposal of which are regulated by applicable Laws.

Unless otherwise expressly provided to be part of the Work, the Contractor is not responsible for any Hazardous Conditions encountered at the site unless caused by the Contractor. Upon encountering any such Hazardous Conditions, the Contractor will stop Work immediately in the affected area and duly notify the Owner and, if required by applicable Laws, all government or quasi-government entities with jurisdiction over the Work or site. Upon receiving notice of the presence of suspected Hazardous Conditions, the Owner may terminate the Contract or take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include the Owner retaining qualified independent experts to (1) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (2) prescribe the remedial measures that the Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless. The Contractor shall be obligated to resume Work at the affected area only after the Owner's expert provides it with written certification that (1) the Hazardous Conditions have been removed or rendered harmless and (2) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Work or site. The Contractor will be entitled, in accordance with applicable sections or articles of this agreement, to an adjustment in its Contract Amount and/or Contract Deadlines to the extent that the Contractor's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

The Owner is not responsible for Hazardous Conditions introduced to the site by Contractor, Subcontractors, or anyone for whose acts they may be liable. Contractor shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the site by the Contractor, subcontractors or anyone for whose acts they may be liable. The Contractor shall release and hold harmless the Owner and the Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions present at the site.

21. FURTHER ASSURANCES

Each Party hereto agrees to cooperate in all reasonable respects necessary to consummate the transactions contemplated by this Agreement, and from time to time to do such acts to execute and deliver such documents and instruments as may reasonably be required in order to implement the transactions contemplated hereby. Each Party hereto agrees to cooperate in the execution of subsequent addenda, or to re-execute an amended version of this Agreement, in the event that a Party discovers: 1) a clerical error; or 2) a misinterpretation of law; or 3) an error as to form; when such error(s) obviate or hinder the consideration, performance or enforcement of this Agreement.

22. CONTRACT MODIFICATIONS

This Contract prohibits the issuance of any contract modification, as defined in section C.R.S. § 24-101-301(10), or other form of modification or directive by the Owner requiring additional compensable work to be performed, which work causes the aggregate amount payable under this agreement to exceed the amount appropriated for the original contract, unless the Contractor is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made and the appropriations are available prior to performance of the additional work.

For any form of modification or directive by the Owner requiring additional compensable work to be performed, the Owner shall reimburse the Contractor for the Contractor's costs on a periodic basis, and as those terms are defined in this agreement for all additional directed work performed until a modification is finalized. In no instance shall the periodic reimbursement be required before the Contractor has submitted an estimate of cost to the public entity for the additional compensable work to be performed.

23. MISCELLANEOUS PROVISIONS

Governmental Immunity. The parties hereto understand and agree that the Owner is relying on, and does not waive or intend to waive by any provision of this agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 et seq., as from time to time amended, or otherwise available to the Owner, its officers, or its employees.

Governing Law and Venue. This Agreement shall be governed by the law of the state of Colorado and venue for any dispute after arbitration shall lie in the County of Gilpin, State of Colorado.

Not Assignable. The Contractor shall not assign this agreement without the express written consent of the Owner. Upon an approved assignment, the provisions of this agreement are binding on the heirs, successors or assignees of the parties.

Contract Rights Cumulative. The rights and remedies available under this Contract shall be in addition to any rights and remedies allowed by law.

Non-Waiver. No failure to enforce any provision of this agreement on account of any breach thereof, shall be considered as a waiver of any right to enforce provisions of this agreement concerning any subsequent or continuing breach.

Survival Clause. The terms of this agreement that contemplate rights beyond the final payment shall remain in full force and effect following final payment.

Severable Contract. If any provision of this is held invalid, such invalidity shall not affect other provisions or applications of this agreement that can be given effect without the invalid provision or application if the fundamental purposes of this agreement remain intact. To this end the provisions of this agreement are severable.

Binding Dispute Resolution. For any claim, dispute or controversy arising out of or relating to this agreement, not otherwise resolved by informal mediation which shall be completed within 30 days of either party requesting mediation by written notice, the method of binding dispute resolution shall be as follows: Binding arbitration conducted by Judicial Arbitrators' Group (JAG), Denver CO. The prevailing party shall be awarded reasonable costs and attorney fees.

No Third-Party Beneficiary. Nothing contained in this agreement shall be deemed to create any contractual or third-party beneficiary relationship between any parties other than Owner and Contractor.



Joint Drafting. The parties hereto expressly agree that this agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party but shall be construed in a neutral manner.

Counterparts. This agreement may be executed in counterparts, in which case each counterpart shall constitute one and the same instrument.

Conflicting Provisions. In the event of any conflict between any of the terms and provisions of this Agreement and any other Contract Documents, this agreement shall govern.

Invalidity of Any Provision. Should any portion of this agreement at any time during its effective term be in conflict with any applicable law, then such provision shall continue in effect only to the extent permitted by law. The invalidity of any one or more of the covenants, phrases, sentences, clauses or provisions of this agreement or any part thereof, shall not affect the remaining portions of this agreement or any part thereof, and in the event any one of the same shall be declared invalid, this agreement shall be construed as if such invalid portion had not been inserted, provided the same does not work a substantial injustice.

24. AUTHORIZED REPRESENTATIVES

	Title	Name	Signature
Owner Representative	Facilities Manager	Ryan Keenan	
Contractor Representative	VP	Josh Overstreet	 Josh Overstreet

This Agreement is entered into by:

THE COUNY OF GILPIN

By (Print):

Title:

Date:

Signature:

CONTRACTOR

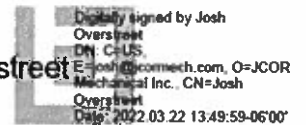
By (Print): Josh Overstreet

Title: VP

Date: 3/22/2022

Signature:

Josh Overstreet



As Attested by:

Attest

By (Print):

Title:

Date:

Signature:

Owner Address:

County of Gilpin

255 Breacher Park Rd.

Black Hawk, CO 80422

Contractor Address:

JCOR Mechanical

15800 West 5th Ave.

Golden, CO 80401



15800 West 5th Avenue Golden, Colorado 80401

A WBE, DBE, SBE Certified Company

Ph: 303.271.9787 Fax: 303.215.0158

PROPOSAL

To: Ryan Keenan
Email: rkeenan@gilpincounty.org

DATE: 9/14/2021
NO. PAGES (including cover): 2

FROM: Josh Overstreet

RE: Gilpin County Jail Shower Wall Panel Replacement

Scope of Work: Remove and replace shower wall panel in the Gilpin County Jail PODS A, B, C & D per a job walk with Dirk Matthews.

POD A and POD D- (1) Shower Wall Panel Replacement Includes:

- Removal and replacement of FRP panels.
- Furnish and install new textured white class C (standard grade FRP), T molding, cap molding and inside corners.
- FRP will extend up and behind the bottom of the shower valve cover to a height to prevent water from running down behind FRP in case of a leak in the shower valve enclosure.
- Furnish and install (2) Acorn Shower-Ware 110 Series wall shower. Each Unit will be provided with (3) shower valves and (3) shower heads. Shower head spacing is 3' on centers.
- Freeze domestic water piping to allow for the installation of new hot and cold water isolation valves.
- Plumbing Permit including fees.

POD B and POD C (2) Shower Wall Panel Replacement Includes:

- Removal and replacement of FRP panels.
- Furnish and install new textured white class C (standard grade FRP), T molding, cap molding and inside corners.
- FRP will extend up and behind the bottom of the shower valve cover to a height to prevent water from running down behind FRP in case of a leak in the shower valve enclosure.
- Furnish and install (2) Acorn Shower-Ware 110 Series wall shower. Each Unit will be provided with (3) shower valves and (3) shower heads. Shower head spacing is 3' on centers.
- Freeze domestic water piping to allow for the installation of new hot and cold water isolation valves.
- Plumbing Permit including fees.

Clarifications:

- Any hazardous materials removal is by others. This includes mold remediation, asbestos removal, etc.
- No removal or replacement of block walls is included in this proposal.
- The lead time on the wall mounted showers is 10 weeks + shipping after approved submittals. This will not allow for the completion date of 11/30/21. Gilpin County should assume that the completion date is 14-16 weeks after contract award and assuming there are no major product delivery issues.
- This proposal is based upon an agreed upon schedule and normal business hours M-F.

Excludes:

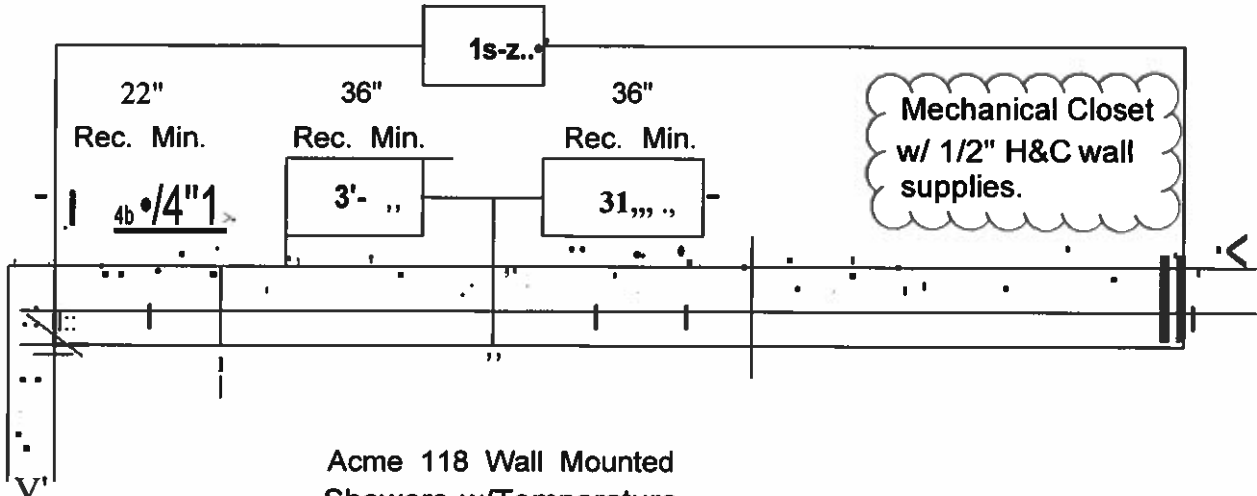
- Painting; piping insulation; design fees, plan review fees, tap fees or development fees; any engineering or confirmation of engineers design on any system; bond costs; any task not specifically stated in the above Inclusions.

PODs A, B, C, D..... \$ 102,380

Work Release Rooms will need to have a defined scope of work to be able to be priced adequately.

*The above quote includes all applicable taxes and insurance (permit & bond excluded)
All work to be performed during normal work hours (7:00 a.m. to 3:30 p.m., Mon. through Fri.)
This bid price is valid for a period of 30 days*

JCOR MECHANICAL, INC. IS CERTIFIED AS WOMAN-OWNED, DBE & SMALL BUSINESS ENTERPRISE



Acme 118 Wall Mounted
Showers w/Temperature-
Pressure Balancing
Mixing Valves. 3 Stations.

A.,

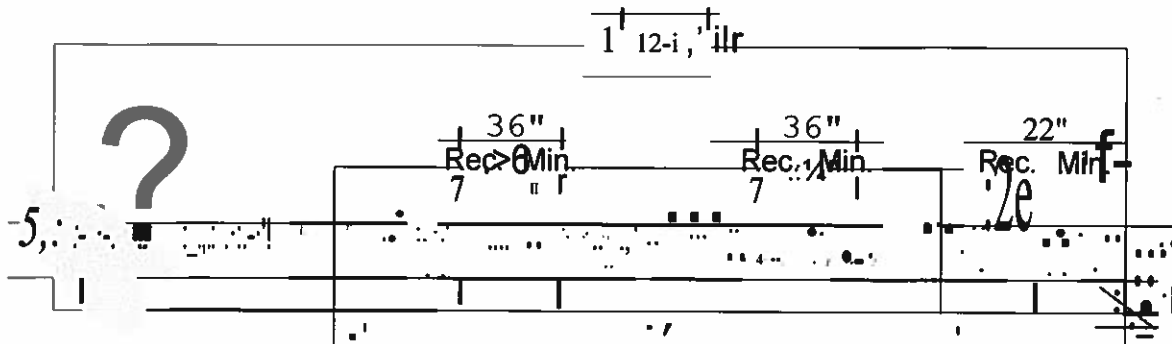
•NOTE, INDICATE LOCATION
OF 3/4" NCT H&C WALL
SUPPLIES. ADJUSTMENT/
ACCESS SECTION LOCATION
SUBJECT TO CHANGE.

SHOWER ROOM A

NOTE: Indicate supply location(s) to ensure that unit housings are properly designed. When actual field dimensions differ from recommended dimensions shown, factory will add or subtract difference equally at inside corners. Dimensions from end of housing to head may also change without notice. Shower head centers shown will be maintained unless otherwise indicated. All walls shown are to ceiling (except when otherwise noted). Specify if low walls exist. Shower head height: _____ Ceiling height: _____ Requires field dimensions where indicated.

&WARNING: CANCER AND REPRODUCTIVE HARM- www.P65WARNINGS.CA.GOV		APPROVAL OF THIS MODIFIED SUBMITTAL IS AUTHORIZATION FOR PRODUCTION WITH MODIFICATIONS SHOWN AND NONE OTHERS WHETHER VERBAL OR IMPLIED. NO FURTHER MODIFICATIONS PERMITTED AFTER RECEIPT OF THIS DOCUMENT BY ACORN, A MEMBER OF MORRIS GROUP INTERNATIONAL.	
		Approved By:	Date:
ITEM	QTY.	MOEEL NO.	ACORN ENGINEERING COMPANY ⁵¹²⁸
JOB		ACME WALL MOUNTED SHOWERS	
GILPIN COUNTY JUSTICE CENTER		OT# Q-15811	P. O. BOX 3527 INDUSTRY, CA 91744 (626) 336-4561
LOCATION		BLACK HAWK, CO	15125 PROCTOR AV. INDUSTRY, CA 91746 FAX (626) 961-2200
ARCH.		DATE	REVISION
M.E.		02/08/22	022522
		DRN. BY	DWG. NO.
		MJR	JP9375-1

DIMENSIONS ARE SUBJECT TO MANUFACTURERS TOLERANCE AND CHANGE WITHOUT NOTICE, WE CAN ASSUME NO RESPONSIBILITY FOR USE OF SUPERSEDED OR VOID DATA.

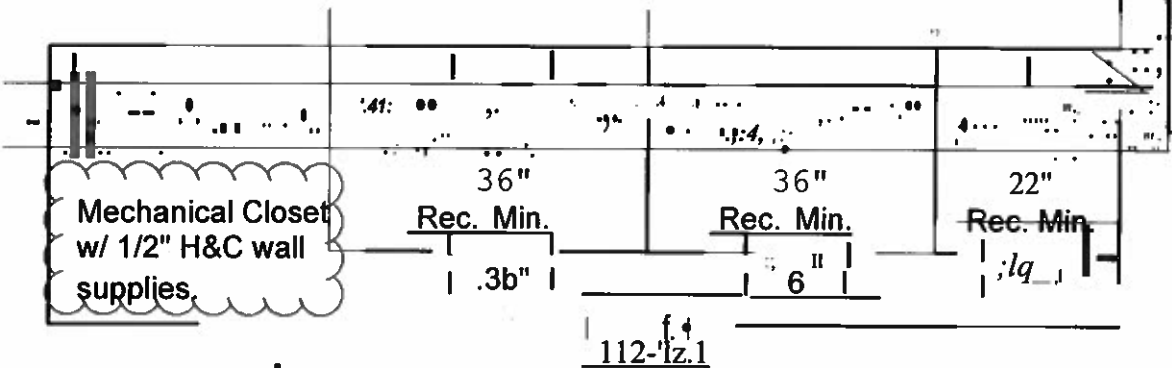


Acme 118 Wall Mounted
Showers w/Temperature-
Pressure Balancing
Mixing Valves. 3 Stations.

**NOTE 1 INDICATE LOCATION
OF 3/4" NCT H&C WALL
SUPPLIES. ADJUSTMENT/
ACCESS SECTION LOCATION
SUBJECT TO CHANGE.**

'' t) ''

Acme 118 Wall Mounted.....
~~Showers w/Temperature-
Pressure Balancing~~
Mixing Valves. 3 Stations.



SHOWER ROOMS B & C

NOTE: Indicate supply location(s) to ensure that unit housings are properly designed. When actual field dimensions differ from recommended dimensions shown, factory will add or subtract difference equally at inside corners. Dimensions from end of housing to head may also change without notice. Shower head centers shown will be maintained unless otherwise indicated. All walls shown are to ceiling (except when otherwise noted). Specify if low walls exist. Shower head height: 77-1/2" Ceiling height: 12'-1" Requires field dimensions where indicated.

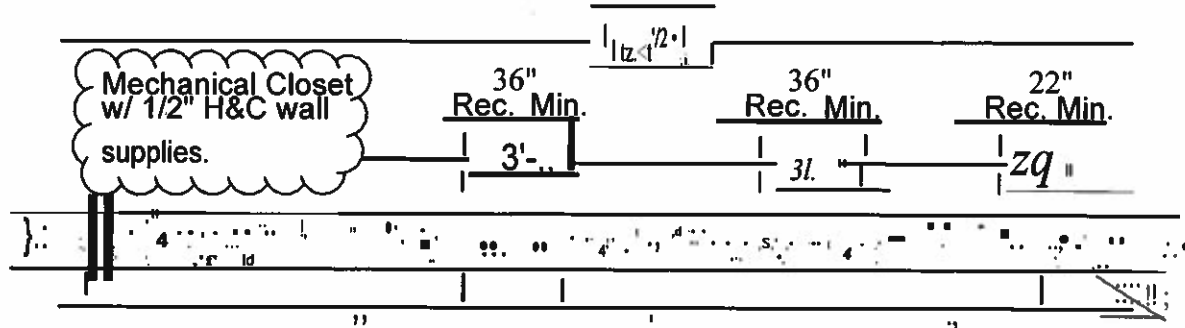
&. WARNING- CANCER AND APPROVAL OF THIS MODIFIED SUBMITTAL IS AUTHORIZATION FOR PRODUCTION WITH MODIFICATIONS REPRODUCTIVE HARM SHOWN AND NONE OTHERS WHETHER VERBAL OR IMPLIED. NO FURTHER MODIFICATIONS PERMITTED www.PSSWARNINGS.CA;c;OV AFTER RECEIPT OF THIS DOCUMENT BY ACORN, A MEMBER OF MORRIS GROUP INTERNATIONAL.

Approved By:

Date:

ITEM	QTY.	MODEL NO.	ACME WALL MOUNTED SHOWERS		ACORN ENGINEERING COMPANY			
JOB	GILPIN COUNTY JUSTICE CENTER		QT# Q-15811		P.O. BOX 3527 INDUSTRY, CA 91744 (626) 336-561		15125 PROCTOR AVE INDUSTRY, CA 91744 FAX (626) 961-2200	
LOCATION	BLACK HAWK, CO				DATE	REVISION	DRN. BY	DWG. NO.
ARCH.					02/08/22		MJR	JP9375-2
M.E.								

DIMENSIONS ARE SUBJECT TO MANUFACTURERS TOLERANCE AND CHANGE WITHOUT NOTICE. WE CAN ASSUME NO RESPONSIBILITY FOR USE OF S PERSEOD. OR YOID. DATA



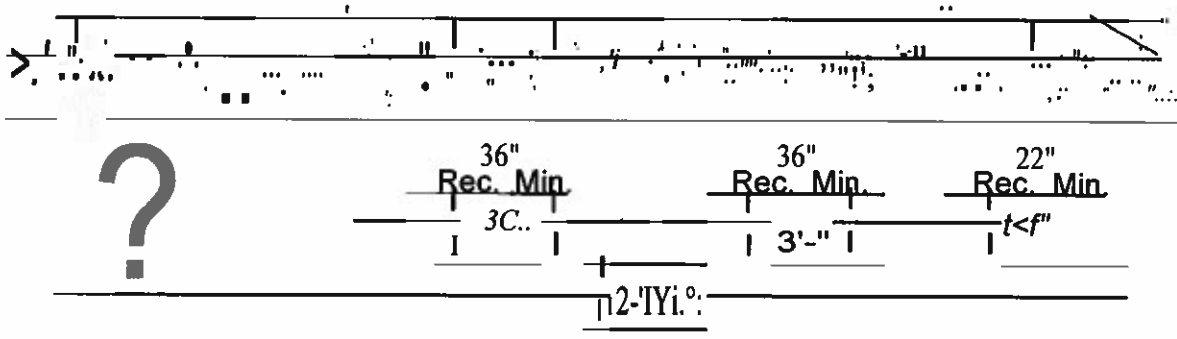
NOTE 1 INDICATE LOCATION OF 1/4" NCT H&C WALL SUPPLIES, ADJUSTMENT/ ACCESS SECTION LOCATION

SUBJECT TO CHANGE.

Acme 118 Wall Mounted Showers w/Temperature-Pressure Balancing Mixing Valves. 3 Stations.

" C "

Acme 118 Wall Mounted Showers w/Temperature-Pressure Balancing Mixing Valves. 3 Stations.



SHOWER ROOMS B & C

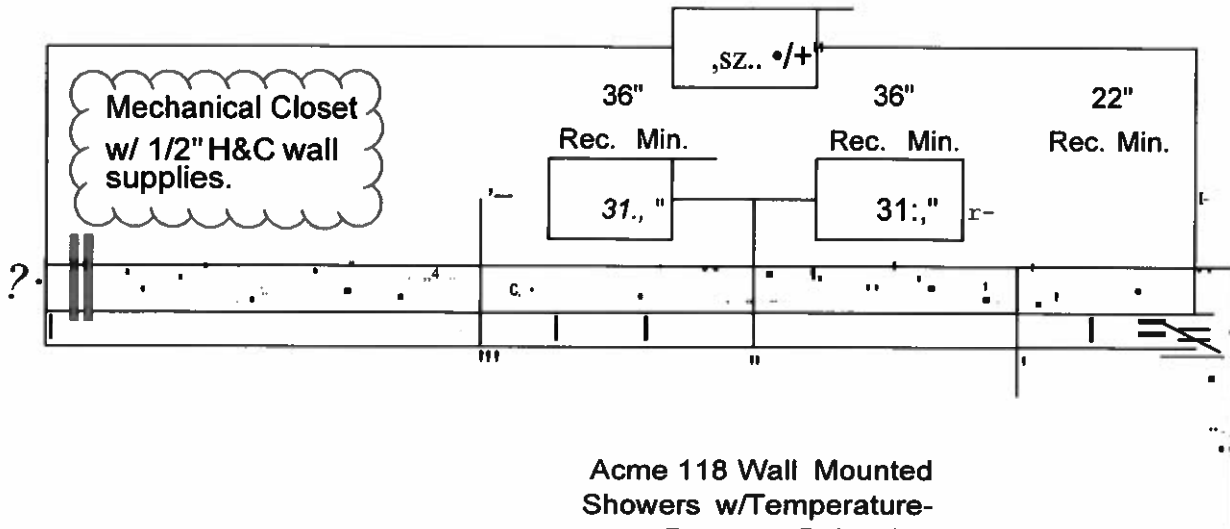
NOTE: Indicate supply location(s) to ensure that unit housings are properly designed. When actual field dimensions differ from recommended dimensions shown, factory will add or subtract difference equally at inside corners. Dimensions from end of housing to head may also change without notice. Shower head centers shown will be maintained unless otherwise indicated. All walls shown are to ceiling (except when otherwise noted). Specify if low walls exist. Shower head height: 72" Ceiling height: 12'-0" Requires field dimensions where indicated.

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Approved By: _____ Date: _____

ITEM	QTY,	MODEL NO,	ACME WALL MOUNTED SHOWERS		ACORN ENGINEERING COMPANY			
JOB			GILPIN COUNTY JUSTICE CENTER	QT# Q-15811	P.O. BOX 3527		15125 PROCTOR AVE	
LOCATION			BLACK HAWK, CO		INDUSTRY, CA 91744		INDUSTRY, CA 91746	
ARCH,					(626) 336-4561		FAX (626) 961-2200	
M.E.					DAIE	REVISION	ORN. BY	DWG. NO.
					02/08/22		MJR	JP9375-2

ALL DIMENSIONS ARE SUBJECT TO MANUFACTURER'S TOLERANCE AND SUBJECT TO CHANGE WITHOUT NOTICE. THE USER SHALL BE RESPONSIBLE FOR THE PROPER USE OF THIS DOCUMENT. (NOT VOID DATA)



Acme 118 Wall Mounted
Showers w/Temperature-
Pressure Balancing
Mixing Valves. 3 Stations.

**NOTE, INDICATE LOCATION
OF 3/4" NCT H&C WALL
SUPPLIES. ADJUSTMENT/
ACCESS SECTION LOCATION
SUBJECT TO CHANGE.**

t ..

SHOWER ROOM D

NOTE: Indicate supply location(s) to ensure that unit housings are properly designed. When actual field dimensions differ from recommended dimensions shown, factory will add or subtract difference equally at inside corners. Dimensions from end of housing to head may also change without notice. Shower head centers shown will be maintained unless otherwise indicated. All walls shown are to ceiling (except when otherwise noted). Specify if low walls exist. Shower head height: _____ Ceiling height: _____ Requires field dimensions where indicated.

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Approved By: _____ Date: _____

ITEM	QTY.	MODEL NO. ACME WALL MOUNTED SHOWERS	ACORN ENGINEERING COMPANY			
JOB	GILPIN COUNTY JUSTICE CENTER		QT# Q-15811	P.O. BOX 3527 INDUSTRY, CA 91744 (626) 336-4561		15125 PROCTOR AVE INDUSTRY, CA 91746 FAX (626) 961-2200
LOCATION	BLACK HAWK, CO		DATE	REVISION	DRN. BY	DWG. NO.
ARCH.	M.E.		/25/22		ESG	JP9375-3

DIMENSIONS ARE SUBJECT TO MANUFACTURERS TOLERANCE AND CHANGE WITHOUT NOTICE. WE CAN ASSUME NO RESPONSIBILITY FOR USE OF SUPERSEDED OR VOID DATA.



Gilpin County Colorado REQUEST FOR PROPOSALS Justice Center Prison Showers Renovation and Repair

Overview

Gilpin County, Colorado is requesting proposals from qualified contracting firms or individuals for the renovation of existing showers located within the Gilpin County Justice Center Jail. The Gilpin County Justice Center is located at 2960 Dory Hill Rd in Gilpin County. It is a multi-level secure structure housing staff office spaces and the functioning bodies of the Gilpin County Justice System. Gilpin County is seeking renovate, repair and replace the existing deteriorated shower stall build outs within the county prison to restore safe and proper function.

Initial considerations include:

Prison Shower Cell Renovation and Repair

- Design and plan shower cell renovations for 4 individual shower cells.
- Hardware, valves, panels, building materials etc. will need to be outlined in design plans.
- Methods of securing materials will need to meet the safety and tamperproof standards for this application.
- Work will be performed within a secure area. All SOP's and safety protocols for Secured Areas provided must be able to be followed during this project.
- Appropriate clearances and background checks may be needed from company and employees performing work within the county prison.

An itemized list of costs will need to be included in all proposals including cost per square foot per unit and/or linear foot, material costs, and labor costs

Responders may propose variations to these considerations that will be subject to review and approval by Gilpin County.

Any change order recommendation upon discovery of further needs during the project must be submitted for approval upon discovery.

Construction start date of this project is anticipated to be **October 4th 2021**.

A floor plan shall be submitted with the proposal in sufficient enough in detail to depict the layout, details, and materials. Specific floor plan and design considerations for this project will be reviewed and approved by the County project management team if and when a general contractor/design build contract is executed.

Completion of the construction will be due by no later than **November 30 2021**.

Variations to this timeline must be submitted with proposal and will be subject to review and approval by Gilpin County.

Scope of work:

The selected individual of firm will be responsible for ensuring that proper permits are in place and all current Gilpin County building codes, applicable codes, regulations, and functional specific design needs are met and expressed in the design phase.

Work will include but may not be limited to:

Shower Cell Renovations

- Design and plan renovations for existing shower cell pods.
- Remove existing deteriorated shower panels and hardware
- Install new shower panels, hardware, moldings, trims etc.
- Work will need to be performed and installed according to best building practices for longevity.
- Safety and Tamperproof requirements will need to be met for security and functionality.

Qualification Requirements:

The proposal should include the following sections to coincide with this RFP:

1. Description of your firm/individual including the number of employees and primary office location.
2. Staff experience; describe experience with similar projects.
3. Experience your firm has with similar entities and any projects for government agencies.
4. Itemized costs and costs per square foot.

Proposal Requirements:

1. Only firms/individuals registered in the State of Colorado with the appropriate experience and credentials will be considered.
2. Mandatory pre-bid walk throughs will take place at **12:00pm on Monday September 6th 2021** at 2960 Dory Hill Rd, Black Hawk. Other times may be available upon request.
3. Proposed design and time-frame for completion of project, and how it may differ from this RFP.
4. Proof of current professional applicable licenses in good standing for work requiring licensure.
5. Resumes with vital information for individuals that would be working on the project.
6. Proof of liability insurance of no less than \$1,000,000 per claim, \$2,500,000 aggregate. Coverage shall be made on a claims-made basis, with an extended reporting period of six months. A certificate of insurance evidencing such coverage will be provided to the County.
7. List of references for whom this type of work was performed.
8. List of any other references the proposer believes helpful.
9. Contact person for the proposal including name, position, email, mailing address and telephone number.
10. Sample contract, if any, your firm would request be used if selected. Gilpin County reserves the right to require its own contract or contract terms including, without limitation, terms generally used by Gilpin County or required by Colorado or federal law, or otherwise protective of Gilpin County or that which is deemed helpful.
11. Any other information the proposer believes would assist Gilpin County in its evaluation of proposals.
12. Gilpin County may request interviews with the proposers.
13. Gilpin County reserves the right to request any additional information it decides would be helpful in evaluating proposals.

Deadline for Proposals: Proposals will be due by Tuesday, **September 14th 2021 at 4:30pm.** Proposals may be emailed to Ryan Keenan at rkeenan@gilpincounty.org

Questions Regarding RFP: Any questions regarding this Request for Proposal should be directed to Ryan Keenan at rkeenan@gilpincounty.org.

Questions will be received until **September 9th at 12:00pm.** County responses will be provided by **September 10^h at 12:00pm.**

Proposal Selection Date: Gilpin County will select a proposal by Tuesday **September 28th 2021** but reserves the right to choose a proposal before or later than this date.

Proposal Selection: In addition to the requirements listed herein, Gilpin County's evaluation of proposals will be based on specialized experience and technical competence of the firm or individual, record of performance, strength of key personnel identified in the proposal, past experience and results of similar projects, costs, and time for completion. Gilpin County has the right to make any selection it may choose in its sole discretion based on any requirements it chooses. Gilpin County reserves the right, in its sole discretion, to reject any and all proposals submitted in response to this RFP.

SCHEDULE OF VALUES

Project: _____
Contract#: _____



Prepared By: _____
Submitted To: _____

Project Date of Commencement: _____
Project Date of Scheduled Completion: _____

Initial Contract Sum: _____
Payment Schedule: _____

Item#	Description of Work	Scheduled Value	Percentage of Total	Retainage Withheld (10%)	Scheduled Start Date	Scheduled Completion Date	Approved Completion & Date (OR Initials Only)

Contractor Signature of Submittal
Print: _____
Sign: _____
Date: _____

Owner Signature of Received Submittal
Print: _____
Sign: _____
Date: _____

DELIVERABLES AGREEMENT FORM

Project:
Contract#:



Prepared By:

Document Name	Description	Due Date	From	To

Contractor Representative Signature of Submittal
 Print: _____
 Sign: _____
 Date: _____

Owner Representative Signature of Received Submittal
 Print: _____
 Sign: _____
 Date: _____

CHANGE ORDER REQUEST FORM

COR#

Requesting Party:



Date:

To:

Project:
Contract#:

Description of Requested Change

[Large empty rectangular box for describing the requested change]

Budget Considerations

Initial Contract Sum of Contract:

(+)Expense to the Initial Sum:

(-)Credit to the Initial Sum:

(=)Total adjusted Sum per this Change Order:

Note: Any Supporting Documents of Values in the form of a Quotes should be attached for reference.

Time Considerations

Time of Substantial Completion of Work per Contract:

(+)Additional Time:

(-)Saved Time:

(=)Adjusted Time per this Change Order:

Contractor Signature for agreement of this Change Order
Print: _____

Sign: _____

Date: _____

Owner Signature for agreement of this Change Order
Print: _____

Sign: _____

Date: _____

APPLICATION FOR PAYMENT FORM

Project:
Contract#:



Prepared By:
Submitted To:

Project Date of Commencement:

Project Date of Scheduled Completion:

Initial Contract Sum:

Payment Schedule:

To be Completed by Payee:

Request From:

To:

For the Completion Of:
Item #'s per Schedule of Values:

Description:

For the Total Amount:

To be completed by Payer:

Retainage Amount Withheld This payment:

Retainage Amount Due This Payment:

Total Amount to be Paid:

Payment Due By:

Payment ___ of ___ Per _____ Schedule

* Note An Up-to-Date Schedule of Values Must be Submitted as Supporting Information for this Form.

This Request is to be:
ACCEPTED _____
DENIED _____

If this request is Denied,
Remediation and
Remittance Instruction will
be provided to the Payee

By The Following Authorized Representative:

PRINT: _____

TITLE: _____

DATE: _____

SIGNATURE: _____

WEEKLY PROGRESS/UPDATE FORM

Project:
Contract#:



Project Date of Commencement:

This Form Completed By:
Title:

This Week of:

Project Status at the beginning of this week is as follows:

Work Completed this Week is as Follows:

Work Planned for Next Week is as Follows:

Is the Project Currently on Track per Schedule of Values and Sections 2, & 3 of the Contract? YES/NO
If No, Please Submit a Change Order Request outlining any changes that would impact Section 2, or 3 of the Contract.

Contractor Representative Signature of Submittal
Print: _____
Sign: _____
Date: _____

Owner Representative Signature of Received Submittal
Print: _____
Sign: _____
Date: _____